

Terms of Service

The following Terms of Service ("TOS," "Terms" or "Agreement") apply to the person or entity ("customer", "you" or "your") using our website or purchasing services, features and/or content provided by Radioactive. Radioactive is the trade name of Radioactive EOOD. By purchasing one or more Services from Radioactive, you declare that you have read, understood and agree to be bound by this TOS. The latest version of our TOS is always available on the Radioactive website.

1. APPLICATION OF TERMS

1.1. These TOS apply to all Services provided by Radioactive to you throughout the entire Term or Renewal Term. The TOS consist of the following: Terms of Service, Acceptable Use Policy (AUP), Privacy Policy and Data Processing Agreement (DPA). Collectively these documents are referred to herein as the "TOS." They are referred to by their individual names if a particular paragraph applies to that document alone.

1.2. The TOS, together with your Order, represent the entire Agreement relating to the Services and supersedes any other agreement previously established between you and Radioactive. Sending an Order to Radioactive constitutes acceptance by you of these TOS.

2. PERSONAL DATA. DATA PROCESSING AGREEMENT

2.1. In order to purchase and use our Service(s) you will be required to provide personal data. For the purposes of these TOS, personal data shall have the meaning set out in our Privacy Policy. Please refer to our Privacy Policy for complete information on what personal data we collect and how we process and disclose it.

2.2. By uploading and storing content on our servers you acknowledge and agree that Radioactive shall act as a data processor regarding your content. The relationship between you and Radioactive related to the processing of your content is set out in our Data Processing Agreement (DPA), which is an integral part of our Privacy Policy and this TOS.

3. SERVICES

3.1. For the purposes of these TOS "Service" or "Services" means any and all services provided by Radioactive under these TOS including, without limitation, any of our subscription plans for dedicated server hosting, virtual private server hosting, bandwidth setup, additional features, support services, third-party products and services, any other services which may be provided from time to time as set out on the User Area.

3.2. The Services will be provided to you as configured for our standard customer. We might modify, update or upgrade the Services and/or add, remove or modify any hardware, software, functionality or configuration installed on or used by the Services at any time with or without prior notice. You will bear ultimate responsibility to ensure that the Services are configured to meet your operational,

privacy and security needs. Your hardware, software as well as any other items you deem necessary to use the Services shall be compatible with the Services. We will not be obliged to modify the Services to accommodate your use.

3.3. To the maximum extent applicable under national law and without affecting your rights as a Customer, the Services will be provided on “as-is basis”. The hardware configurations may vary. Radioactive may replace your host server hardware, transfer it from one data center to another, transfer your account to another server, including to servers in another datacenter or geographic location, or modify certain software configurations when deemed necessary by Radioactive in order to ensure the quality and security of the Services.

4. FEES AND PAYMENT

4.1. You are responsible for the payment of the fee(s) specified in the Tariff available at the User Area. We charge you monthly for the Service(s) in use.

4.2. The current fee(s) and payment method(s) are listed on the Tariff available at the User Area. Unless a specific agreement for use of the Service(s) exists between Radioactive and you, you acknowledge and agree to pay the fee for the respective Service(s) as per the Tariff at the time you submit your Order. Radioactive reserves the right to change the fees at any time without notification. Changes in fees shall be effective immediately.

4.3. You acknowledge and agree that your payment details shall be stored by our payment providers to process payment for any Radioactive (s) you purchase or renew.

4.4. Our obligation to provide the Service(s) depends on your payment of the Fees. It is your responsibility to ensure that we receive timely payment of the Fees.

4.5. Invoices are due within 3 /three/ business days upon receipt. Radioactive reserves the right to suspend and/ or terminate the Services until payment is made.

4.6. By accepting these TOS, you hereby authorize Radioactive to send you invoices electronically to the email address specified in the Customer Account.

4.7. Should the Services be suspended due to your fault for any reason, Fees will continue to accrue until the termination of this Agreement.

5. RENEWAL POLICY

5.1. All our Services are by default set to renew automatically, with the exception of Reseller Shared Hosting accounts and upgrades.

5.2. We are not responsible for the operation of the Service(s) if Services are suspended/terminated because your payment methods have expired or are no longer valid for any reason.

5.3. You agree that Radioactive shall not bear any responsibility and liability for any damages whatsoever including, but not limited to, damages for lost profits, lost savings, revenue, business,

data or use, or any other pecuniary loss by you or any other third party if we are unable to charge your payment method on file or you fail to cancel the Services.

6. MONEY BACK POLICY

6.1. If you no longer need a Service you have purchased or are unsatisfied with its performance, you can cancel it at any time through the User Area.

6.2. The refund grounds will be thoroughly reviewed by us and promptly communicated to you.

6.3. Money Back Policy does not apply to the termination of individual accounts in a Reseller package.

6.4. Services that are tailor-made to you, are not covered by our Money Back Policy. These include Dedicated Server Services, Paid support services, including Backup Creation and Backup Restore, and third-party Services.

6.5. To the maximum extent applicable under national law and without affecting your rights as a Customer, the Money Back Policy is your sole and exclusive remedy should you decide to withdraw from this Agreement.

7. UPGRADE/DOWNGRADE OF SERVICES

7.1. You can choose to upgrade or downgrade the Hosting Services at any time.

7.2. All available Upgrade options are listed in the User Area and are subject to the fees set out on the Tariff.

7.3. You can choose to upgrade the usage of dedicated hosting by purchasing additional hardware resources. You will need to request it by e-mail at orders@radioactive.bg

8. CUSTOMER ACCOUNT

8.1. If you are a new customer, upon purchase of our Services we will create a Customer Account for you. Your Customer Account contains your personal details and grants you access to our User Area where you can access, review, update and manage your Services, payments and contact information.

8.2. If you purchase Services on behalf of another person or entity, you warrant that you will administer their Customer Account in good faith and in their best interest, and will indemnify us against all losses and liabilities sustained by us should you administer the account in ways that are adverse to the End User and result in any claim against us.

8.3. Login to the User Area requires the use of username and password. You agree not to use the account, profile, username, or password of another user at any time. You will be solely responsible for the security of your login credentials. You shall keep all passwords confidential and take security measures to prevent unauthorized access to them. For security purposes, Radioactive highly recommends that you keep different passwords for different Customer Accounts and service

providers, refrain from using any functionality that saves or stores your login credentials and regularly update your password.

8.4. You are solely responsible for the activity that occurs on your Account, regardless of whether the activities are undertaken by you, your employees or a third party, and for keeping your Account password secure. You shall notify Radioactive immediately of any breach of security or unauthorized use of your Account to the following email address: privacy@radioactive.com.

8.5. You are responsible for providing and maintaining true, current, complete and accurate information. If you fail to do so, we accept no liability in the event that we grant access to the account to another person.

8.6. It is your obligation to ensure that you correctly indicate ownership of your account. If there is a dispute about the ownership, the account may be locked until the parties to the dispute agree on a resolution, or until the matter is resolved judicially.

9. USE OF SERVICES. CUSTOMER RESPONSIBILITY

9.1. You acknowledge and agree that your use of the Service(s) and any Content uploaded, stored, published and displayed on or through the Service(s) are in compliance with these TOS and all applicable laws, including laws of the jurisdiction where the Service or Content is uploaded, hosted, stored, accessed or used. You acknowledge and agree that your use of the Service(s) and any Content uploaded, stored, published and displayed on or through the Service(s) are in compliance with the EU and the US laws and regulations. You shall implement any restrictions necessary in order to prohibit the use of the Services by any third party or in any jurisdiction, as required to comply with such laws.

9.2. You must ensure that each of your End-users complies with these TOS, and with any policies and agreements that are incorporated by reference.

9.3. You may not upload, store, publish and display on or through our Service(s) any personal data, private or any other personally identifying information, images, videos of minors or any third party, without the consent of said party (or a parent's consent in the case of a minor). If you use the Services to upload, store, publish, display or otherwise disclose such information, you acknowledge and agree that you have obtained the prior consent of the said parties.

9.4. You shall not use our Service(s) for hosting websites for high-risk activities where the interruption or malfunction of the Services could lead to serious consequences, including but not limited to personal injury, death, environmental damage, etc. For such websites, you must receive confirmation from us that you can use the Services before submitting your Order. Examples of high-risk activities include but are not limited to nuclear facilities, air traffic control, life and health support, etc. Please refer to our Acceptable Use Policy for detailed information on the rules and guidelines for using our Services.

9.5. You are responsible to provide accurate and complete information about you and your organization (if you purchase on behalf of an organization) and promptly updating all provided

information. We shall not be liable for any errors or damages caused by any failure from your side to provide complete and accurate information.

9.6. You are responsible for all your activity related to the use of our Service(s) and the activity of any user who has access to your Customer Account and the Services.

9.7. You declare that (i) you have the technical knowledge necessary to ensure the proper use, administration, management of our Service(s); (ii) you have sufficient knowledge about administering, designing and operating the functions facilitated by the Services necessary to take advantage of them.

9.8. You acknowledge and agree that if you resell our Services or administer Services on behalf of others, you must ensure that each of your clients and/or End Users comply with these TOS. You understand and agree that you are responsible for all content uploaded, stored or transmitted on or through the Services and any acts or omissions of your clients or End Users that violate these TOS or the law.

9.9. When using the Services, you will ensure that neither you nor any of your End Users make use of the Server resources to Radioactive's detriment or that of other Radioactive customers.

9.10. You shall indemnify, defend and hold harmless Radioactive, and its respective officers, directors, shareholders, employees, agents and representatives against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, that arise directly or indirectly from you, your clients or your End Users' acts or omissions.

9.11. You must obtain all equipment necessary to access and use our Service(s). It is your responsibility to use equipment, software or applications which are compatible with our Service(s). When accessing or using our Services you may not use equipment and/or software that are faulty or with malfunctions that may cause security issues with our servers, damage the integrity of the network and/or vulnerability of the Service(s).

9.12. You are solely responsible for obtaining all intellectual property rights in the intellectual property of others, including, but not limited to, clearances and/or other consents and authorizations necessary to use the names, marks or any content, materials which are used by you on or transmitted through the Services.

9.13. If you use any third-party software on the Services, you warrant to Radioactive that you are duly licenced to use the software and that the licence grants sufficient rights to Radioactive to provide the Services. You agree to provide us with such licence(s) upon request. If you fail to provide reasonable evidence of licensing, Radioactive, at our sole discretion, may suspend the Services and/or terminate the Agreement with immediate effect.

9.14. You acknowledge and agree that Radioactive may periodically run a series of scripts (audit) on your Service(s) to determine what third-party software is installed on the Service(s) and how many Users have access to each piece of software. You authorize us to disclose the results of such audits to third parties. You shall indemnify Radioactive against any costs, claims, losses, damages,

liabilities, demands and/or expenses including reasonable legal costs incurred and/or suffered as a result of any failure by you to be properly licensed in respect of the use of third-party software.

9.15. You shall provide to Radioactive, at your cost, any information, resources or facilities reasonably requested by Radioactive for the delivery of the Service(s) and, where necessary, ensure that your employees, contractors and other suppliers cooperate fully and promptly with Radioactive to such aim.

9.16. Any instructions supplied by you to Radioactive must be complete and accurate and clearly legible. We shall not be liable for any errors caused by any failure from your side to provide complete and accurate information. It's your obligation to follow our instructions and to cooperate with us for the proper provision of our Services.

9.17. You acknowledge and agree not to make any modification or alteration of any part of our Service(s) or related technologies.

9.18. You acknowledge and agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer or sell any content, software, or services contained on our Site, except where explicitly authorised by us.

9.19. You acknowledge and agree that any information, articles, tutorials, guidelines or technical support advice may be provided by us only for your convenience and do not constitute official statements.

9.20. You are responsible to make backup copies of all your content uploaded, stored, published and displayed on or through our Service(s) in a location independent of ours.

9.21. You acknowledge and agree that your hosting resources may be terminated or replaced due to failure, retirement or other requirements. The use of the Service(s) does not grant you, and you hereby waive any right of physical access to, or physical possession of, any servers, equipment, real or personal property, or other assets, owned by or licensed to Radioactive.

10. USER CONTENT. MONITORING OF USER CONTENT

10.1. You may upload, store, publish, display and disclose information, text, files, emails, images, designs, graphics, photos, videos, sounds, software and other content on or through the Services ("User Content"). User Content includes any content posted by you or by users of any of your websites hosted through the Services ("User Websites"). You are solely responsible for any and all User Content and any transactions or other activities conducted on or through User Websites. By posting or disclosing User Content on or through the Services, you represent and warrant to Radioactive that (i) you have all necessary rights to display and disclose such content, and (ii) your posting or disclosure of User Content does not violate the rights of Radioactive or any third party, as well as any applicable laws and regulations.

10.2. Solely for purposes of providing our Services, you hereby grant us a worldwide, non-exclusive, royalty-free, perpetual, irrevocable right and license to (i) use, modify, publicly perform, publicly display, reproduce, excerpt (in whole or in part), publish, distribute User Content, including

to make back-up copies of User Content and User Websites without any payment. Except for the rights expressly granted herein, Radioactive does not acquire any right, title or interest in or to the User Content, all of which shall remain solely with you.

10.3. Radioactive shall not exercise control over and accepts no responsibility for User Content or any other information passing through our Services. Radioactive may monitor User Content but is under no obligation to do so. If you or your End Users post or publish any material in violation of these TOS, or otherwise violate these TOS, in order to resolve the issue Radioactive reserves the right to review your Content and immediately take any corrective action, including without limitation removal of part or all of the User Content or User Websites, suspension or termination of any and all Services with no refund. You hereby agree that Radioactive shall have no liability due to or arising out of any corrective action that Radioactive may undertake.

11. TECHNICAL SUPPORT

11.1. Technical support services:

11.1.1. We provide technical support for issues related to the functionality of any Service(s) and features purchased from us. Our technical support is available for all customers and is provided on an as-is, as available basis.

11.1.2. We aim to deliver support in a fast and efficient manner, however, we cannot guarantee that all inquiries will be handled within the statistical averages advertised on our site.

11.1.3. You may request technical support by contacting us at orders@radioactive.bg. Technical support will be provided via phone, chat and/or ticket. Depending on the issue, we may not be able to provide assistance over all communication channels but will recommend one or two where support can be delivered.

11.1.4. If you request technical support, you agree that we may have full access to your Services and/or Content. It is your obligation to perform and store a backup of your data and files prior to requesting technical support. You are solely responsible for any instructions you provide to us as part of your technical support request. You understand and agree that any modifications we perform in order to address your technical support issue may affect the functionality of your website and/or Services. It is your responsibility to ensure that your website is operational and the Services are configured to your needs once we complete work on your request.

11.1.5. If your request for technical support exceeds that of similarly situated customers or is outside the scope of our free technical support, we reserve the right to deny service related to such request.

11.1.6. To the maximum extent applicable under national law and without affecting your rights as a Customer, all technical support is provided as-is and is subject to the disclaimers of warranties and limitation of liability set out in these TOS. While we use reasonable efforts to provide technical support in a timely and professional manner, we cannot guarantee the result you expect or that an issue might not occur again. We retain the right not to process your technical support request(s),

if: (i) you violate these TOS; (ii) you are abusive towards our employees or subcontractors; (iii) the need for Technical Support Services is due to any modification or attempted modification of the Services made by you or any third party outside of Radioactive's control, or your failure or refusal to implement changes recommended by Radioactive. We may refuse to perform any request that requires changes not compatible with the Services or not related to them or that might create a security risk or deteriorate their performance.

11.2. Scope of free technical support

11.2.1. We provide free technical support for issues related to our hosting platforms and features:

- Issues related to the functioning and functionality of any of our Services, including issues you report related to the uptime and stability of our Services;
- Issues related to the proper functionality of Radioactive User Area, including tools and features provided by Radioactive, such as auto-update services, caching, staging, integration for currently supported SSL certificates, daily backup, control panels, CDN and others;
- Assistance related to settings and proper usage of the tools and features provided by us;
- Inquiries related to the registration, renewal, and transfer of domains to us, DNS or WHOIS updates. For issues related to domain transfer from Radioactive to another hosting provider or registrar, our support is limited to making sure the domain is transferable per the requirements for the respective domain extension.

11.3. Issues outside the scope of free technical support

11.3.1. Certain issues are outside the scope of our free technical support:

- Issues related to the installation of third-party scripts/applications not provided by Radioactive;
- Website related inquiries such as coding issues, database optimizations, benchmark tests, installation of new software on the server, changing the current setup of your servers, etc.;
- Issues related to web design, web development and/or customization;
- Inquiries related to the functioning of scripts, optimizations, SEO services, themes or extensions;
- Website security audits and malicious code clean-up issues.

11.3.2. If you request technical support for issues outside the scope of our free technical support services, we may provide you with assistance at our own discretion, subject to availability and additional fees. We will inform you, and receive your consent, prior to charging you for technical support. Fees for technical support must be paid in advance.

12. BACKUP

12.1. You acknowledge and agree that it is your responsibility to regularly back up all your Content in order to prevent potential data loss. We are not obliged to back up your data, yet we may offer

separate backup services subject to dedicate service agreement, not covered by the provisions of these TOS.

13. RADIOACTIVE CONTENT. INTELLECTUAL PROPERTY RIGHTS

13.1. Radioactive retains ownership of all intellectual property rights related to the provisioning of the Service(s). Radioactive grants to you a non-exclusive, non-transferable limited license to access and use the Service(s) during the Term or any Renewal Term. All trademarks, product names, services, software, script, source code, content, photos, graphics, videos on our website, logos or slogans ("Radioactive's content") used by Radioactive are owned by or licensed to Radioactive. You acknowledge and agree not to modify, copy, reproduce, download, transmit, distribute, sell, license, publish, broadcast, create derivative works from, or store Radioactive's content for purposes other than using our Services, without our express prior written consent.

Unless otherwise set out in these TOS, you own all rights, title and interest to the information you place on our servers pursuant to the Services. If you submit feedback to us concerning your idea and suggestions related to the Services, we shall have the right to use that information to improve our business processes. You have no right to any intellectual property that is based on an improvement to our business based on this feedback.

14. THIRD-PARTY LINKS

14.1. Our site and Services may contain link(s) to other websites operated by or with content provided by third parties. You understand and agree that Radioactive has no control over any such third-party websites or their content and will have no liability arising out of or related to your use of any third-party websites or their content. Radioactive shall not bear any responsibility for any legal documents (agreements, terms and conditions, policies and etc), content and practice of any third-party websites. The existence of any third-party links does not constitute an endorsement of such websites, their content, or their operators. Radioactive includes these links only for your convenience.

14.2. You acknowledge and agree that third-party links on our website may contain affiliate tracking and Radioactive may collect a share of sales or other compensation from such links.

15. RESELLER PROGRAM

15.1. You may not resell the Service(s) without Radioactive's prior written consent. On such consent, Radioactive authorizes you to resell or otherwise provide the Service(s) to Customer's End Users subject to these TOS.

15.2. Any marketing of our Service(s), utilization of Radioactive information and/or materials, or use of Radioactive's marks, shall be undertaken in accordance with these TOS.

15.3. Radioactive hereby grants to Customer a royalty-free, non-exclusive, non-transferable and revocable license for the term of this agreement to use the Radioactive marks, and associated materials, language or code for the sole and exclusive purpose of marketing the Service(s) to

potential End Users. We may revoke this license at any time by giving the Customer written notice (including via email).

15.4. You may use only the information, Radioactive marks and materials provided by us to market Service(s) in the manner Radioactive agree, unless we have reviewed the materials in advance and given written consent. You may not translate any information or materials, including any Radioactive marks, provided by us without our prior written consent. Any marketing activities undertaken by either party shall be at their sole expense unless otherwise agreed in advance in writing.

15.5. You may not use Radioactive's name in any bulk email whatsoever unless we have given advance written consent. We may terminate the Customer's participation in the Reseller Program if any meaningful spam complaints naming Radioactive result from Customer's marketing activities. You may not disparage Radioactive in any manner nor engage in any conduct that is harmful to the reputation of Radioactive.

15.6. You acknowledge and agree that for the purpose of the Reseller Program you shall be the first line of support for Customer's End Users, and shall provide live support to Customer's End Users during normal business hours, including basic troubleshooting for the Service(s). Unless you have made special arrangements with Radioactive, we do not expect to communicate directly with Customer's End Users regarding support questions. You hereby also agree that Customer's End Users shall not be referred to us for direct support without Radioactive's prior written consent.

16. WARRANTIES

To the maximum extent allowed by applicable law and without affecting your rights as a Customer, you acknowledge and agree that the Services are provided by Radioactive as-is and you assume all risks and liabilities arising from or relating to your use of and reliance upon the Services and that Radioactive makes no representation or warranty with respect thereto. Radioactive hereby expressly disclaims all representations, warranties and conditions regarding the Services, whether express or implied, including any representation or warranty in regard to quality, performance, non-infringement, commercial utility, merchantability or fitness of the services for a particular purpose. In addition, Radioactive expressly disclaims any express or implied obligation or warranty of the Services, that could be construed to require Radioactive to provide Services in such a manner to allow the Customer to comply with any law, regulation, rule or court order applicable to the actions or functions of the Customer. Without limiting the generality of the foregoing, we do not warrant that the Service(s) will meet any or all of your needs; will operate in all of the combinations which may be selected for use by you; or that the operation of the Service(s) will be uninterrupted, error-free or completely secure. No Radioactive employee, supplier or subcontractor is authorized to make any warranty on our behalf and if they make such warranties Radioactive shall not be bound by them.

17. LIMITATION OF LIABILITY

17.1. Your use of the Service(s) may only be for lawful purposes and must comply with the AUP. Transmission of any material in violation of any law, regulation or the AUP is strictly prohibited.

Radioactive shall not be liable for the acts and/or omissions made in violation of the aforementioned provisions and regulations.

17.2. To the maximum extent permitted by applicable law, and without affecting your rights as a Customer, you agree that you will not under any circumstances, including negligence, hold Radioactive, its officers, directors, employees, licensors, agents, subcontractors and/or third party service providers liable for any direct or indirect damages of any nature and type suffered by the Customer or third parties, including, but not limited to, damages for loss of profits, lost savings, revenue, business, data or use, or any other pecuniary loss that may result from: delays, malfunctions, suspension and any other interruption in the provision of the Service(s) due to events beyond our reasonable control (for example: force majeure, third party conduct/acts, including Radioactive's licensors and suppliers, faults and malfunctions of the machines, software and other equipment, whether owned by us or our licensors/suppliers; acts and/or omissions made by Customers and in contrast with the obligations undertaken under these TOS); data loss due to hardware or software failure; any information, data, content in or accessed through the Services; any action, information or instruction provided as part of our technical support Services; your use of the Service(s). You agree that the foregoing limitations apply whether based on warranty, contract or tort or any other legal theory and apply even if we have been advised of the possibility of such damages. In no event, we will be liable to you in the aggregate with respect to any and all breaches, defaults, or claims of liability under these TOS or under any other agreement or document for an amount greater than the fees actually paid by you to us for the respective Service(s) during the twelve-month period preceding a claim giving rise to such liability. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. You agree that in those jurisdictions, our liability will be limited to the extent permitted by law and your rights as a Customer will not be affected.

17.3. By accessing our website and purchasing the Service(s) you acknowledge that we do not monitor, and disclaim all liability and responsibility for, the content uploaded, stored, published, displayed, disclosed and transmitted by you or others, and disclaim all liability and responsibility for unauthorized use or misuse of the Service(s).

18. INDEMNITY

You acknowledge and agree to indemnify, defend and hold harmless Radioactive, its officers, directors, employees, licensors, agents, subcontractors, affiliates, subsidiaries, parent and related companies, and any third-party service providers and each of their respective officers, directors, employees, shareholders and agents (each an "indemnified party" and, collectively, "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorneys' fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to (i) your use of the Services; (ii) any violation by you of these TOS, AUP and all other policies or documents which are incorporated herein, or any applicable law and regulation; (iii) any breach of any of your representations, warranties or covenants contained in these TOS; and/or (iv) any acts or omissions by you. The terms of this

section shall survive any termination of these TOS. For the purpose of this clause only, the term "you" as set out in subparagraphs (i) through (iv) includes you, your subsidiaries, parent and related companies, End Users, visitors to your website, and users of your products or services. The terms of this Article shall survive the termination of the Agreement.

19. TERM AND TERMINATION

19.1. The Term for each Service will commence on the activation date and will remain in effect until terminated under Section 19.

19.2. You may terminate a Service at any time through the User Area. If you fail to cancel the Services, the Services will not be terminated, and Fees will continue to be charged. You must follow this procedure in order to terminate each Service.

19.3. Without prejudice to the provisions laid down in other clauses of these TOS, Radioactive shall be allowed to terminate this Agreement with or without notice with immediate effect if (i) you fail to pay any fees due; (ii) you or your End-User(s) breach these TOS, our Acceptable Use Policy or any other policy incorporated herein by reference, or any applicable law or regulation; (iii) you repeatedly infringe any policy incorporated herein or announced on our website; (iv) in case of any action and/or omission, failure and/or malfunction caused by you or your End-User(s) which damage Radioactive servers and facilities or the servers and facilities of other network hosts or Internet users; (v) you disclose false or misleading allegations that may negatively impact our reputation and (vi) transfer all or part of your obligations and/or rights under this Agreement to third parties, without our prior written consent.

19.4. Radioactive may also terminate this Agreement by fifteen (15) days written notice as of the date of its receipt if (i) according to Radioactive's reasonable opinion, you do not have the basic technical knowledge to use the Service(s) without excessive ongoing technical support; (ii) Radioactive determines in good faith that continued provision of the Service has become unfeasible for technical, legal, regulatory, economic or any other material reason.

19.5. Radioactive may discontinue provisioning of certain Service(s) or terminate this Agreement if a third party ceases to make components of the Service available to us.

19.6. It is important to understand that certain Services are bundled together. As a result, termination of the Services that provide hosting may result in immediate termination of multiple aspects of the Services. Upon termination, any information, data, content and files stored by you on our server shall be deleted. We may keep backup data for terminated Services for up to sixty (60) days after termination and provide you with access to that data upon request and subject to availability. IP addresses and server space are recycled. It is your obligation to ensure that you arrange to migrate your website(s) or content off our servers and relinquish the use of the IP address assigned to you in connection with the use of our Service(s) prior to termination. We have no obligation to provide any Service(s) to you including forward of email(s) following termination.

20. COMPLAINTS

20.1. If for any reason you are not satisfied with our Services, you may send your complaint to us via: (1) email at complaints@radioactive.bg, or (2) registered mail to the following address: Bulgaria, Sofia 1408, Triaditsa District, South Park Residential Group, bl.43, ent. D, office 1A

20.2. We will take care to review, investigate and respond to any complaint(s) fairly and thoroughly. All complaints must be in writing and clearly indicate the name and contact details of the complainant. If you have relevant documentary evidence to support your complaint, it should be enclosed to the complaint. Evidence submitted should be as concise as possible and relevant to the complaint.

20.3. When you submit a complaint, Radioactive will acquire any and all personal data included in the complaint. In order to follow up on your complaint, Radioactive may need to provide your complaint enclosed with evidence to a person subject of the complaint and third parties as consultants and subcontractors. Radioactive shall process all personal data included in the complaints in compliance with our Privacy Policy.

20.4. Radioactive will review the complaint and will provide a written answer within 10 (ten) business days from receipt of the complaint. If the complaint requires a more detailed investigation, you will receive an interim response describing what is being done to deal with the matter, and when you can expect a final reply.

21. DISPUTE RESOLUTION. JURISDICTION

21.1. In the event of any dispute, controversy or claim arising out of or related to this Agreement, you and Radioactive shall use reasonable effort to settle such disputes or differences. To this effect, we shall consult and negotiate with each other with the aim to reach a solution satisfactory to each Party.

21.2. You agree that the Bulgarian Courts shall have the sole jurisdiction over all disputes and other matters relating to the execution, interpretation, enforcement and termination of this Agreement or any other document entered into by the Parties related thereto. All disputes and other matters relating to the interpretation and enforcement of these TOS as well as any other document entered into by the Parties shall be governed by the laws of the Republic of Bulgaria.

21.3. Based on Regulation No. 524/13/EC, if you are a Consumer you have the right to use the internet platform for the Online Settlement of Disputes between Entrepreneurs and Consumers ("OS-Platform"), established and operated by the EU Commission. The OS-Platform can be accessed at the following web page: <http://ec.europa.eu/consumers/odr/>. The internet platform for the Online Settlement of Disputes is applicable only for the Consumers.

22. NOTICES

22.1. We will send notices to you using the contact information in your User Area. We may send you notices by email or a notice posted in your User Area. We have no responsibility for notices not delivered due to outdated or inaccurate contact information.

22.2. Any notices to us related to issues governed by our Privacy Policy shall be addressed to us at privacy@radioactive.bg.

22.3. You may send us notices, requests, claims, consents, waivers, demands or any other communication related to this Agreement by (i) email; (ii) first-class mail; or (iii) internationally recognized courier.

Bulgaria, Sofia 1408, Triaditsa District, South Park Residential Group, bl.43, ent. D, office 1A

Email: support@radioactive.bg

22.4. Notice shall be considered duly given and effective: (i) if sent by email, on the day when received in the designated email account; (ii) if sent by first-class mail, on the date of delivery by the appropriate postal service; (iii) if sent by internationally recognized courier, on the date of delivery by such courier.

23. GENERAL PROVISIONS

23.1. Applicable law. This Agreement will be governed by and interpreted in accordance with the laws of the Republic of Bulgaria.

23.2. Waiver. If at any time during the term of this Agreement we fail to insist upon strict performance of any of your obligations under this Agreement, or if we fail to exercise any of the rights or remedies to which we are entitled under this Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any term of this Agreement shall be effective unless it is expressly stated to be a waiver and is communicated by you in writing.

23.3. Assignment. Successors. You may not assign or transfer this Agreement or any of its rights or obligations hereunder, without our prior explicit written consent. Any assignments in violation of the foregoing shall be null and void and of no force or effect. You acknowledge and agree that Radioactive may assign its rights and obligations under this Agreement, and may engage subcontractors in performing its duties and exercising its rights hereunder, without your further explicit consent. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assignees.

23.4. Independent Contractors. This Agreement does not create any agency, partnership, joint venture, or franchise relationship. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

23.5. Severability. If any one or more of the provisions contained herein or of the applicable policies of Radioactive shall, for any reason, be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such provision(s) will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law. You further agree and understand that the validity of or enforceability of any other provision (or of such

provision, to the extent its application is not invalid or unenforceable) of this Agreement and the policies announced on our site shall not be affected.

23.6. Force Majeure. With the exception of Customer's payment obligations, neither Party will be responsible for any interruption, delay or another failure to fulfil any obligation under this Agreement resulting from acts of God, storms, flood, riots, fire, acts of civil or military authority, war, terrorism, epidemics, pandemics, shortage of power, telecommunications or internet service interruptions or other acts or causes reasonably beyond the control of that Party.

In the event of an occurrence of a Force Majeure, the Party whose performance is affected thereby shall give to the other Party notice of suspension as soon as reasonably practicable, stating the date and extent of such suspension and the cause thereof, and such Party shall resume the performance of such obligations as soon as reasonably practicable upon the cessation of such Force Majeure and its effects.

During a Force Majeure Event, you shall be entitled to seek an alternative hosting provider at your own cost with respect to the affected Services. If a Force Majeure event continues to exist for more than twenty (20) consecutive days, each Party shall be entitled to terminate the Agreement for affected Services.

24. CHANGE OF TOS

Radioactive may modify these TOS at any time with immediate effect. We will inform you about modifications to the TOS by email. Radioactive shall not be liable for your failure to receive an email notification due to an inaccurate email address.

If you do not agree to the changes in the TOS, you must suspend use of the Services and terminate this Agreement within ten (10) business days of receiving notification from us.

To the extent permitted by applicable law, continued use of the Services after you have received a notice for changes to the TOS will be considered as acceptance of such changes and in force in the agreement between the user and Radioactive, unless you have sent us a termination notice.

Where the change in Terms is required by law or related to the addition of a new service, extra functionality to the existing Service(s) or any other change which neither reduces your rights nor increases your responsibilities, the TOS will be changed without prior notice to you and shall have immediate effect.

No clarification or explanation of the Terms provided by the Parties will have the power to modify the provisions of these TOS.

25. SURVIVAL

Articles 4, 9.10., 12.6., 16, 17, 18, 21, 22, 23.1., 23.5 and 25 shall survive the termination of this Agreement.

Signature: _____

Client name: _____

Represented by: _____

Title: _____

Date: _____